

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1512-025 FITNESS EQUIPMENT PREVENTATIVE MAINTENANCE & REPAIRS

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

January 27, 2015 @ 2:00PM CST

ORIGINAL ON A CD OR FLASH DRIVE AND FOUR HARD COPIES REQUIRED

..............

MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO DANIEL FORD PURCHASING MANAGER 6101 FRISCO SQUARE BLVD FRISCO, TX 75034

Deadline for Submittal of Questions
January 16, 2015 4:00pm CST Send to
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Daniel Ford, CPPO, CPPB Purchasing Manager dford@friscotexas.gov 972 292 5545 Jean Stellatella CPIM, CPPB Senior Buyer <u>jstellatella@friscotexas.gov</u> 972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1512-025

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASH DRIVE PLUS FOUR HARD COPIES TO FACILITATE EVALUATION. IF FOUR HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for FITNESS EQUIPMENT PREVENTATIVE MAINTENANCE & REPAIRS.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED ON JANUARY 27, 2015 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on January 27, 2015 at 2:05 PM CST.

Write the competitive sealed bid number, 1512-025, name of bid, FITNESS EQUIPMENT PREVENTATIVE MAINTENANCE & REPAIRS, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: Bidders must submit original on a CD or Flash drive and four (4) hard copies of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared non responsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

- withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.
 - The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise

- provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County

Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

- shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.
 - By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
 - 45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et

- seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
- 46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

 ype of	<u>Contract</u>	

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars (If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYYY) 04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER					CONTA	CONTACT John Smith				
ABC Insurance Brokerage					PHONE (A/C, No. Extr. 972-555-5555 (A/C, No.): 972-555			55-5556		
123	4 Frisco Square Blvd.			E-MAIL ADDRESS: Johnsmith@abcinsurance.com						
Fris	co, Texas 75034				-		SURFRISI AFFOR	IDING COVERAGE		NAIC #
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		l					TORY LIMITS ER		
ANY PROPRIETORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A	X 123456	123456		03/05/2013	03/05/2014	E.L. EACH ACCIDENT	\$	100,000
	(Mandatory in NH)	1 1	-					E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	╙	oxdot					E.L. DISEASE - POLICY LIMIT	\$	100,000
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	RIPTION OF OPERATIONS / LOCATIONS / VEHIC									
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CERTIFICATE HOLDER CANCELLATION										
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6101 Frisco Square Blvd							Y PROVISIONS.	, DE	DIENED IN	
Frisco, Texas 75034										
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In orde 1.		ion, please answer the following ber of your principal place of bus					
2.	Name and address of pr majority owner:	incipal place of business, and p	hone number of your company's				
3.	Name and address of prultimate parent company	incipal place of business, and pl	none number of your company's				
MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION It is the policy of the City of Frisco to involve small businesses and qualified minority/womenowned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:							
THORIE	NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT				

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO 2. Partnership YES NO 3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

THE STATE OF THE COUNTY OF		§	
THE COUNTY OF		§	
l,	, a member of the Contra	§ actor team, make this affidavi	it and hereby under oath
state the following:			
	ersons related to me, have r decision on the Project (C	the following interest in a butheck all that apply):	siness entity that would be
entity.	, , ,	or more of the voting shares	
	rship of Twenty Five Thous of the fair market value of t	sand and 00/100 Dollars (\$25 he business entity.	0,000) or
	received from the busines e for the previous year.	s entity exceed ten percent (10%) of my
a fair r (\$25,0 A relat	market value of at least Tw 000). tive of mine has a substant	eave an equitable or legal own enty Five Thousand and 00/ cial interest in the business er	100 Dollars
propei which	rty that would be affected b I am a member.	y my business decision of th	e public body
Other:			
None	of the Above.		
degree by consanguini		exas, I further affirm that no re Chapter 573, TEX. GOV'T C e agreement.	
Signed this day o	f, 2015.		
Signat	ture of Official/Title		
	, and on oath stated th	this day personally appeared at the facts hereinabove state	
his/her knowledge or b	elief.		
Sworn to and	subscribed before me on th	nis day of	, 2015.
		Public in and for the State of _ mission expires:	

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ					
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY					
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received					
Check this box if you are filing an update to a previously filed questionnaire.						
(The law requires that you file an updated completed questionnaire with the application that the 7th business day after the date the originally filed questionnaire become						
Name of local government officer with whom filer has employment or business relationshi	р.					
Name of Officer						
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?						
Yes No						
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?						
Yes No						
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?						
Yes No						
D. Describe each employment or business relationship with the local government officer named in this section.						
4						
Signature of person doing business with the governmental entity	Date					
	Adopted 06/29/2007					

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL ON A CD OR FLASHDRIVE AND FOUR (4) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement December 19, 2014
December 26, 2014

Pre-Bid Meeting N/A

Site Visit Deadline January 9, 2015

Deadline for Submitting Questions

January 16, 2015 @4:00PM CST

Bids Due

January 27, 2015 @2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

ANNUAL CONTRACT FOR PREVENTATIVE MAINTENANCE, SERVICE CALLS FOR EQUIPMENT BREAKDOWNS AND REPAIRS FOR ALL CITY OF FRISCO FITNESS EQUIPMENT GENERAL INFORMATION AND SPECIFICATIONS BID NUMBER 1512-025

GENERAL INFORMATION

The purpose of this bid is to establish an annual contract for preventative maintenance, service calls for equipment breakdowns, and repairs for all of the fitness equipment located at the City of Frisco Athletic Center (FAC), Central Fire, Fire Stations 2, 3, 4, 5, 6, 7, and 8, the Frisco Police Department, and the Frisco Senior Center. The bid will be awarded to the **LOWEST RESPONSIVE**, **RESPONSIBLE BIDDER** who employs authorized servicers or certified clinicians for the following equipment: Life Fitness, Precor, Pro Elite, Fitco, Matrix, Tuff Stuff, Hammer, Intek Olympic, Host, SportArt Fitness, Star Trac, StairMaster, Cybex, Concept 2, Sci-Fit Pro, Powertec, and Free Motion. Proof of current certifications for Life Fitness and Precor **must** be submitted with the bid. Certifications for the other equipment are preferred, but not required.

CONTRACT TERM

The contract period shall commence upon award of the bid and continue for a period of one (1) year. The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

INCREASES/DECREASES OF SITES, AND/OR EQUIPMENT

The City reserves the right to increase or decrease the number of sites, and or equipment over the life of the contract. Increases will be calculated at the unit cost.

Preventative maintenance will be done on a monthly and quarterly basis. Service calls for equipment breakdowns will be done on an as needed basis.

Monthly Maintenance will include physically testing and checking each piece of equipment for the following:

Proper operation and smoothness Proper alignment Safety Issues Missing Parts Unusual Noises

Clean and lubricate guide rods, all pivot points and friction areas

Align, tighten, and adjust all nuts, bolts, sprockets, belts, and cables

Check foot pedals on upright recumbent and spin bikes

Check and lubricate all brake pads on spin bikes

Clean ramps and wheels on elliptical equipment

Lubricate treadmills according to the manufacturer's guidelines and recommendations

Quarterly Maintenance will include the following:

Vacuum out treadmill electronics Check motor brushes

CONTRACTOR REQUIREMENTS

After each monthly preventative maintenance visit a "Condition of Equipment Letter" must be submitted to the Bid Administrator. The letter should include any problems found during the visit. Contractors must submit with their bid a sample "Condition of Equipment Letter". Contractors must submit with their bid an estimate outlining how many cumulative hours it will take to perform the monthly maintenance at each location.

Contractors must submit with their bid a minimum of three (3) references (Client names, addresses, Points of Contact, and telephone numbers) from cities or companies currently under contract for similar services for like equipment.

Contractors should state their normal working hours and whether they will provide service on an overtime or weekend basis.

Contractors should state the number of years they have been in business.

The Contractor shall invoice monthly for all monthly maintenance work, quarterly for all quarterly maintenance work, and upon completion of emergency repairs. Invoices should be emailed to accountspayable@friscotexas.gov.

INSURANCE

Upon award of the bid, the Contractor must supply proof of general liability and workers compensation insurance that meets the City's insurance requirements. See Pages 10, 11, and 12 for the City's insurance requirements.

BID PRICES

All unit prices must be stated in figures on the bid form.

SITE VISIT DEADLINE

January 9, 2015

BID QUESTIONS

Questions pertaining to this bid must be emailed to purchasing@friscotexas.gov no later than 4:00 PM Central Standard Time January 16, 2015.

BID OPENING DATE AND TIME

January 27, 2015 at 2:00 PM Central Standard Time

CANCELLATION OF AGREEMENT

Parties agree that the City may cancel this agreement by providing thirty (30) days written notice to the Contractor.

EQUIPMENT LISTING BY LOCATION

Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75035

Cardio Equipment

- 26) Star Trac NXT Spin Bikes
- 20) Life Fitness CLST Integrity Treadmills
- 16) Life Fitness CLSX Integrity Ellipticals
- 9) Life Fitness CLSR Integrity Recumbent Bikes
- 3) Life Fitness CLSC Integrity Upright Bikes
- 14) Precor TRM 833 Treadmills
- 14) Precor EFX 833 Ellipticals
- 8) Precor 835 AMTs
- 2) Precor C776i ES Climbers
- 6) StairMaster SC5 Stepmills
- 4) Cybex 630A Arc Trainers
- 2) Concept 2 model E Rowers
- 1) Sci-Fit Pro UBE

Strength Equipment

64) Life Fitness Machine Weight/Cable Units

Life Fitness Signature (18)

Seated Leg Curl

Hip Abduction

Calf Extension

Glute

Chest Press

Shoulder Press

Tricep Press

Torso Rotation

Back Extension

Abdominal

Bicep Curl

Lateral Raise

Fly

Pulldown

Seated Leg Press

Leg Extension

Row/Rear Deltoid

Life Fitness Hammer Strength (17)

Tricep Extension

Bicep Curl

MTS Row

Decline Press

Leg Extension

MTS V Squat

Assisted Dip/Chin-Up

Leg Curl

Pectoral Fly/Rear Deltoid

Kneeling Leg Curl

Incline Press

MTS High Row

MTS Front Pulldown

MTS Shoulder Press

Chest Press

Standing Calf

MTS Ab

Life Fitness Circuit Trainer (11)

Seated Leg Curl

Leg Extension

Squat

Seated Row

Lat Pulldown

Ab Bench

Chest Press

Ab Crunch

Bicep Curl

Tricep Press

Shoulder Press

Life Fitness Cable Machines (6)

Chest Press

Shoulder Press

Pulldown

Dual Adjustable Pulley

Row

Multi-Jungle Gym

Life Fitness Leg Raisers/Ab Benches/Back Extensions (12)

- 4) Bosu Leg Raisers
- 4) Ab Benches
- 4) Back Extensions

- 45) Life Fitness Hammer Strength Free Weight Machines/Benches
- 3) Bench Presses
- 2) Incline Presses

Decline Press

- 2) Military Presses
- 2) Squat Racks
- 2) Smith Machines

Iso Leg Curl

Iso Lateral Raise

Iso Lateral Bench Press

Iso Lateral Horizontal Bench Press

Iso Lateral Incline Press

Iso Lateral Wide Chest

Iso Lateral High Row

Iso Lateral Front Row

Iso Lateral Front Lat Pulldown

Iso Lateral Leg Extension

Iso Lateral Shoulder Press

Uni-Lateral Leg Press

Linear Leg Press

Ground Base Squat High Pull

Ground Base/Squat Lunge

Seated Calf Raise

- 3) Decline Ab Benches
- 2) Dip/Chin Ups
- 6) Adjustable Benches
- 2) Flat Benches
- 2) Upright Benches
- 2) Preacher Curls

Miscellaneous Strength Equipment

- 2) Free Motion Dual Cable Cross Units
- 2) Precor C240 Stretch Trainers

Frisco Police Department, 7200 Stonebrook Parkway, Frisco, TX 75034

Cardio Equipment

- 2) Life Fitness 93Ti Treadmills
- 2) Life Fitness 93Xi Ellipticals
- 1) Life Fitness 93Ri Recumbent Bike
- 1) Life Fitness 93Si Isotrack Climber System (Climbers)

Strength Equipment

- 2) Hammer Strength Fixed Position Benches
- 1) Tuff Stuff Adjustable Sit-Up Bench

- 1) Life Fitness Adjustable Cable Crossover Machine
- 1) Powertec Squat Bench
- 1) Hammer Strength Fixed Sit-Up Bench
- 1) Tuff Stuff Bar-Bell Assist Cage
- 1) Hammer Strength Adjustable Lift Safety Machine
- 2) Hammer Strength Dumbbell Racks

Frisco Senior Center, 6670 Moore Street, Frisco, TX 75034

Cardio Equipment

- 2) Precor Recumbent Cycles C846i
- 1) Precor Recumbent Cycle RBK825
- 1) SportArt Fitness Recumbent Bike XT50 with Arms (currently in storage)
- 5) Precor Treadmills C954i
- 1) Precor Treadmill TRM 885/833/811
- 1) Precor Elliptical 546i ES
- 2) Precor Ellipticals 576i

Strength Equipment

- 1) Precor USA Strength Multi Station S3.45
- 1) Precor USA Strength Trainer/Stretcher C240i
- 2) Pro Elite 07 Weight Benches
- 1) Fitco Cable Column F-4407
- 1) Life Fitness Strength Circuit Seated Leg Curl TCLC LF
- 1) Life Fitness Strength Circuit AB Crunch TCAB LF
- 1) Life Fitness Strength Circuit Squat TCSL LF
- 1) Life Fitness Strength Circuit Triceps Press TCTP Frame
- 1) Life Fitness Strength Circuit Chin Dip Leg Raise SCDLR LF

Frisco Central Fire, 8601 Gary Burns Drive, Frisco, TX 75034

Cardio Equipment

- 1) Precor Treadmill 954i
- 1) Precor Recumbant Bike 842i
- 1) Precor Elliptical EFX 524i

Strength Training

- 1) Precor Leg Press CW601
- 1) Precor Back Extension CW312
- 1) Fitco Lat Pulldown/Row F-404
- 1) Fitco Leg Extension/Leg Curl F-414
- 1) Precor Adjustable Bench CW119
- 1) Pro Elite Decline Bench (No Model Number)
- 1) Precor Weight Tree
- 1) Precor Squat Cage

- 2) Precor Dumbbell Racks
- 1) Olympic Bar

Frisco Fire Station #2, 3711 Ohio Drive, Frisco, TX 75034

Cardio Equipment

1) Life Fitness Treadmill 93T

Strength Equipment

- 1) Flat Bench (No Brand or Model Number)
- 1) Incline Bench (No Brand or Model Number)
- 1) Leg Extension/Leg Curl (No Brand or Model Number)
- 1) Squat Cage
- 2) Dumbbell Racks
- 1) Olympic Bar
- 2) Weight Trees

Frisco Fire Station #3, 5449 Warren Parkway, Frisco, TX 75034

Cardio Equipment

1) Life Fitness Treadmill 93T

Strength Equipment

- 1) Incline Bench (No Brand or Model Number)
- 1) Back Extension (No Brand or Model Number)
- 1) Leg Extension/Leg Curl (No Brand or Model Number)
- 1) Flat Bench (No Brand or Model Number)
- 1) Adjustable Bench (No Brand or Model Number)
- 1) Squat Cage
- 2) Dumbbell Racks
- 2) Weight Trees
- 1) Olympic Bar

Frisco Fire Station #4, 4485 Cotton Gin Road, Frisco, TX 75034

Cardio Equipment

1) Life Fitness Treadmill 93T

Strength Equipment

- 1) Incline Bench (No Brand or Model Number)
- 1) Lat Pulldown (No Brand or Model Number)
- 1) Adjustable Bench (No Brand or Model Number)
- 1) Flat Bench (No Brand or Model Number)

- 1) Squat Cage
- 1) Dumbbell Rack
- 1) Weight Tree

Fire Station #5, 14300 Eldorado Parkway, Frisco, TX 75034

Cardio Equipment

1) Life Fitness Treadmill 93T

Strength Equipment

- 1) Hoist Lat Pulldown/Row HD-2300
- 1) Hoist Leg Extension/Leg Curl HD-1400
- 1) Hoist Leg Press HD-1600
- 1) Hoist Adjustable Bench CF-2164
- 1) Hoist Back Extension F-662
- 1) Hoist Squat Cage
- 1) Ader Dumbbell Rack

Fire Station #6, 3535 Eldorado Parkway, Frisco, TX 75034

Cardio Equipment

1) Precor Treadmill C954i

Strength Equipment

- 1) Pro Elite Leg Press 20
- 1) Fitco Leg E, Extension/Leg Curl F-4414
- 1) Pro Elite Adjustable Bench 14
- 1) Pro Elite Back Extension 31
- 1) Free Motion Cable Crossover
- 1) Keys Olympic Bar
- 1) Pro Elite Dumbbell Rack
- 1) Pro Elite Squat Cage

Fire Station #7, 330 West Stonebrook Parkway, Frisco, TX 75034

Cardio Equipment

1) Matrix Treadmill T5x

Strength Equipment

- 1) Tuff Stuff Leg Press PL477
- 1) Tuff Stuff Leg Extension/Leg Curl PPD 806
- 1) Tuff Stuff Lat Pulldown/Row PPD 802
- 1) Tuff Stuff Back Extension PPF 717

- 1) Tuff Stuff Adjustable Bench PPF 700
- 1) Tuff Stuff Squat Cage
- 1) Tuff Stuff Dumbbell Rack

Fire Station #8, 14700 Rolater Road, Frisco, TX 75035 Fire Station #8 will be opening in the first quarter of 2015. A site visit to this location is not required. Below is a listing of the equipment that will be at this station.

Cardio Equipment

- 2) Life Fitness Integrity Treadmills CLST
- 1) Life Fitness Integrity Cross Trainer CLSX

Strength Equipment

- 1) Hammer Back Extension BWBE
- 1) Hammer Adjustable Bench FWUAB
- 1) Hammer Leg Press HSLLP
- 1) Life Fitness Leg Extension/Leg Curl OSLEC
- 1) Life Fitness Optimal Lat Pulldown/Row OSLR
- 1) Life Fitness Decline Bench SADB
- 1) Life Fitness Cable Crossover CMDAP
- 1) Life Fitness Squat Cage
- 1) Hammer Dumbbell Rack
- 1) Intek Olympic BarRow

SITE VISITS

It is the Contractor's responsibility to visit and inspect the equipment at each site prior to submitting a bid. The Site Visit Deadline is January 9, 2015. Following is the Contact Listing for each location:

Frisco Athletic Center: John Chalfant, Phone Number (972) 292.6603.

Central Fire & Fire Stations 2 through 7: EMP-Paramedic Travis Level, Phone number (972) 824.0980.

Frisco Police Department: Harold Nelms, Phone number (972) 292.6136.

Frisco Senior Center: Leslie Penland, Phone number (972) 292.6555.



GENERAL INFORMATION CITY OF FRISCO PURCHASING

BID FORM #1512-025 FITNESS EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS

	Monthly Maintenance Cost (per month)	Extended Monthly (Times 8 Months)	Quarterly Maintenance Cost	Extended Quarterly (Times 4 Cycles)	Site Subtotal (Extended Monthly plus Extended Quarterly)			
Frisco Athletic Center								
Police Department								
Senior Center								
Central Fire Station								
Fire Station 2								
Fire Station 3								
Fire Station 4								
Fire Station 5								
Fire Station 6								
Fire Station 7								
Fire Station 8								
TOTAL:								
Service Call Hourly Rate for Equipment Breakdowns, normal business hours \$								
Service Call Hourly Fee for Equipment Breakdowns, overtime Mon-Frid \$								
Service Call Hourly Fee for Equipment Breakdowns, Sat-Sun \$								
Trip Charge Fee for Equipment Breakdowns \$								
Percent (%) Mark-up o	Percent (%) Mark-up over Vendor Cost for Parts							

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:					
Address of Bidder:					
City:	State:			Zip Code:	
Telephone Number:		Fax	α:		
E-mail address:					
By (print name)					
Federal ID #/SSN #:					
Signature:				_	
Acknowledgement of Addenda: #	±1 #2	#3	#4	#5	